

## **SECOND AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE**

THIS SECOND AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE ("Second Amendment") is entered into as of February 12<sup>th</sup>, 2009, by and among UNITED STATES SUGAR CORPORATION, a Delaware corporation ("Parent"), SBG FARMS, INC., a Florida corporation ("SBG") and SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation ("SGGC") (collectively, "Selling Subsidiaries" and, together with Parent, individually and collectively, the "SELLER"), and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created under Chapter 373 of the Florida Statutes, as BUYER ("BUYER").

### **RECITALS:**

A. SELLER and BUYER are parties to that certain Agreement for Sale and Purchase, with an Effective Date of December 23, 2008, as amended by First Amendment to Agreement for Sale and Purchase, dated January 15, 2008 (the "Agreement") (all capitalized terms used but not defined herein shall have the meanings assigned to the same in the Agreement); and

B. SELLER and BUYER have agreed to enter into this Second Amendment to modify certain terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUYER and SELLER agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference. In the event of any conflict between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control.

2. Inspection Period Termination Date. With respect to "Item 1. Best Management Practices and Monitoring" in Schedule 19.b of the Agreement (Inspection Matters), which upon being mutually agreed to shall be appended to the Lease (Exhibit 19.e of the Agreement), the Inspection Period Termination Date is extended to March 13, 2009.

3. Ratification. Except as expressly modified by this Second Amendment, the terms and provisions of the Agreement remain unmodified and are in full force and effect. BUYER and SELLER hereby acknowledge and agree that, as of the date of execution of this Second Amendment, neither Party has any Knowledge of any default under the terms or provisions of the Agreement by the other Party, or of the occurrence of any event that with the giving of notice or passage of time will result in a default under the Agreement by such other Party. From and after the execution of this Second Amendment, all references to the Agreement shall be deemed to refer to the Agreement as amended by this Second Amendment.

4. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. A facsimile or electronically transmitted copy of this Second Amendment and any signatures hereon shall be considered for all purposes as originals.

**[SIGNATURES ON FOLLOWING PAGE]**

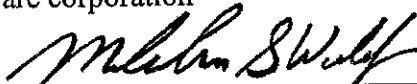
IN WITNESS WHEREOF, this Second Amendment has been executed by the Parties hereto as of the date first written above.


**SELLERS:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

Witness:   
EDWARD ALMEIDA

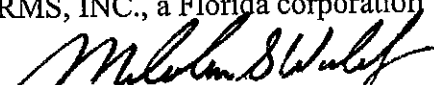
Witness: Kay Brasecker  
Kay Brasecker

By:   
Name: MALCOLM S. WADE, JR.  
As its: SENIOR VICE PRESIDENT  
Date of Execution 2/12/09

Witness:   
EDWARD ALMEIDA

Witness: Kay Brasecker  
Kay Brasecker

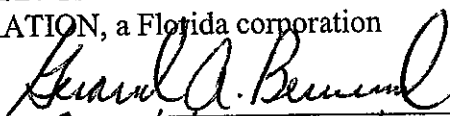
SBG FARMS, INC., a Florida corporation

By:   
Name: MALCOLM S. WADE, JR.  
As its: VICE - President  
Date of Execution 2/12/09

Witness:   
EDWARD ALMEIDA

Witness: Kay Brasecker  
Kay Brasecker

SOUTHERN GARDENS GROVES  
CORPORATION, a Florida corporation

By:   
Name: Gerard A. Bernard  
As its: Secretary + Treasurer  
Date of Execution 2/12/09

**BUYER:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As Its: \_\_\_\_\_  
Date of Execution \_\_\_\_\_

IN WITNESS WHEREOF, this Second Amendment has been executed by the Parties hereto as of the date first written above.

**SELLERS:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

SBG FARMS, INC., a Florida corporation

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

SOUTHERN GARDENS GROVES  
CORPORATION, a Florida corporation

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_



Witness: James H. [Signature]

**BUYER:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

By: [Signature]

Name: Eric Buermann

As Its: Chair

Witness Amelia F. Carter

Date of Execution February 12, 2009